

Settlement Agreement Exhibit E

REORGANIZATION AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2003 ("Effective Date"), by and between Community Health Group, a Missouri nonprofit public benefit corporation (herein referred to as "CHG"), and _____ a Missouri nonprofit public benefit corporation (herein referred to as "Foundation").

RECITALS

WHEREAS, CHG (or one of its affiliates) is currently the sole member of Foundation;

WHEREAS, Foundation has traditionally been affiliated with the hospital facility known as _____ ("Hospital") and as part of that affiliation has raised money for, expended funds on behalf of, and otherwise carried out the charitable purposes of Hospital through support of the Hospital and support of other organizations consistent with Hospital purposes;

WHEREAS, pursuant to the Asset Purchase Agreement dated November 22, 2002 by and between CHG and an affiliate of HCA, Inc. (AAPA@), CHG agreed to sell substantially all of its assets including Hospital to HCA, which sale was consummated on April 1, 2003;

WHEREAS, CHG will use the proceeds of the sale to establish two foundations to benefit the general health of the greater Kansas City metropolitan community (including both Kansas and Missouri) ("Metropolitan Foundations");

WHEREAS, after such sale, Foundation does not desire to continue to be affiliated with CHG or to establish an affiliation with either of the Metropolitan Foundations;

WHEREAS, in exchange for the covenants and obligations made by Foundation herein, CHG is willing for Foundation to separate from the CHG system and operate independently;

WHEREAS, CHG and Foundation desire to restructure Foundation such that Foundation will be independent of CHG, CHG (and any of its affiliates) will no longer be the sole member of Foundation and Foundation will henceforth be a nonprofit corporation which is governed by a self-perpetuating board of directors;

WHEREAS, CHG and Foundation believe that the transition described in this Agreement is the best way for Foundation to continue to provide to the community the unique and valuable services which Foundation has traditionally provided to the community;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

AGREEMENT

1. Obligations of Parties

(1) Obligations of Community Health Group

(1) Resignation as Sole Member. Subject to the terms and conditions hereinafter set forth and only upon satisfaction of the conditions set forth in Section 2, within five days of the Effective Date, CHG shall resign as the sole member of the Foundation by delivering to the Foundation the resignation attached hereto as **Exhibit A**. The date of such resignation is referred to herein as the "Separation Date".

(2) Transfer of Foundation Assets. Attached hereto as **Exhibit D** is an unaudited balance sheet for the Foundation as of February 28, 2003. Within five days of the Effective Date, CHG will (1) transfer to Foundation the net assets as reflected on the unaudited balance sheet, and (2) execute bills of sale or other necessary assignments to transfer the personal property and other non-investment assets, if any, reflected on the unaudited balance sheet. The securities and other investments reflected on the unaudited balance sheet are in a pooled fund with the assets of other CHG system foundations. CHG has previously instructed its investment manager to sell the investments in the pooled fund so that cash rather than in kind investments will be distributed to the Foundation. The investment assets were sold on different days and the value on the date of sale may not reflect the value on the unaudited balance sheet. The net proceeds (gross proceeds based on the value as of the date of sale less transaction costs) allocable to the Foundation from this sale will be distributed to Foundation as part of the transfer described in (1) above. Upon completion by CHG=s auditors of the 12/31/02 audit and an additional review by the auditors as of 3/31/03, CHG and the Foundation will make an adjusting payment, with one party paying the other as the case may be, to reflect any difference between the amount actually transferred from CHG to the Foundation and the amount the auditors determine should have been transferred. CHG represents and warrants that the assets transferred to Foundation will be transferred free and clear of all liens or other encumbrances.

(3) Release of Liability under APA. Except as otherwise provided in Section 3(b) below, as of the Effective Date, CHG waives any right to seek indemnification, contribution or reimbursement from the Foundation with respect to any liabilities or payments due HCA under the APA.

(2) Obligations of Foundation

(1) Acceptance of Asset Transfers. Foundation accepts the transfers set forth in Section 1(a)(ii) above as the full and final amount to which it is entitled and makes the disclaimers and releases set forth below:

(1) Disclaimer of Interest in Sale Proceeds and Other Assets. Foundation forever waives and disclaims any interest in any of the proceeds from the sale of assets from CHG to HCA, including, without limitation, any proceeds attributable to the sale of the Hospital or its assets, any operations or entities retained by CHG, any assets retained by CHG or proceeds from the eventual sale thereof (including real estate, closed facilities, cash and cash equivalents, investments, etc.) and any current or future assets of the Metropolitan Foundations.

(1)

(2) Release of Claims against CHG. Except for the post-audit adjustment referred to in Section 1(a)(ii) above, if any, Foundation forever waives, releases and forever discharges any claims, actions or proceedings ("claims") against CHG, whether such claims are pending or threatened, asserted or unasserted, known or unknown.

(2) Approval of Foundation Articles and Bylaws. Foundation will approve the amended articles of incorporation and bylaws of the Foundation attached hereto, respectively, as **Exhibit B** and **Exhibit C** ("Governing Documents") to be effective as of the Separation Date.

(3) Non-Competition. Foundation agrees to comply with the non-competition provisions of the APA attached hereto as **Exhibit E** at all times the Foundation is required to comply with such provisions by Section 12.6(f) thereof.

(4) Proceedings to Remove Certain Gift Restrictions. Foundation will not at any time violate any restrictions on any gifts. As soon as reasonably possible after the Separation Date, Foundation will conduct a review of each of its restricted funds and gifts to determine which, if any, can no longer be complied with as a result of the sale of Hospital to HCA. Foundation will promptly seek donor approval for an alternative use of such funds or, absent such approval, promptly seek judicial removal of such restrictions pursuant to cy pres proceedings or proceedings under the Investment Guidelines for Eleemosynary Funds (Section 402.010 et seq., R.S.Mo.). Such proceedings will be carried out by Foundation's legal counsel at Foundation's expense. The parties agree that any gifts that CHG receives that were designated prior to the closing of the sale to HCA for the Hospital or the Foundation will be turned over to Foundation.

(5) Foundation Purposes. Foundation agrees that, following the Separation Date, its purposes will be as set forth in the Governing Documents, provided that Foundation is free to amend its Governing Documents if otherwise permitted by those documents and applicable state and federal law.

(6) Use of Funds. Foundation agrees that at all times after the Separation Date its use of funds will comply with all federal, state and local laws, regulations and requirements.

(7) Notice to the IRS. As a result of amending the Governing Documents, Foundation agrees that it may no longer be entitled to rely upon its IRS determination letter pursuant to Treas. Regs. ' 1.501(a)-1(a)(2) and therefore agrees to give prompt notice to the IRS of such amendments.

(8) Form 990. Foundation will be responsible for filing the appropriate IRS Form 990 and accompanying schedules and any other necessary IRS forms for calendar year 2002 and future years.

(9) Capital Commitment. Foundation has previously made a commitment to Hospital to fund capital expenditures of \$177,000. Foundation authorizes CHG to withhold this amount from the distribution to be made pursuant to Section 1(a)(ii).

2. Conditions to Obligations of CHG. The obligations of CHG to resign as sole member of Foundation and transfer the assets described above in Section 1(a)(ii) are expressly conditioned upon the satisfaction of all the conditions set forth below, subject to the right of CHG to waive in writing any one or more of such conditions:

(1) No Pending Litigation. No litigation or other proceeding or investigation shall be threatened or pending before any court or governmental agency to restrain or prohibit, or to obtain damages or other relief in connection with this Agreement, or the consummation of the transactions contemplated hereby.

(2) Approval of Governing Documents; Certified Resolutions. The board of CHG shall have approved this agreement and the transactions contemplated hereby and the board of the Foundation shall have approved the amended Governing Documents, this agreement and the

transactions contemplated hereby. Each party will furnish upon the request of the other party resolutions, certified by the appropriate officers of the respective party, authorizing the agreement and transactions contemplated hereby and, for the Foundation, approving the amended Governing Documents.

3. Indemnity. Foundation will indemnify and hold harmless CHG and its subsidiaries, affiliates assigns, officers, directors, principals, attorneys, agents, employees and other representatives of CHG (collectively the "Indemnified Parties"), from and against any and all obligations, judgments, liabilities, penalties, violations, fees, fines, claims, losses, costs (including court costs and costs of appeal), demands, damages, liens, encumbrances, expenses (including attorney fees), and amounts paid in settlement (collectively "Damages") that any of the Indemnified Parties incur as a result of (a) any breach or non-fulfillment of any covenants or other agreements made by Foundation in this Agreement, (b) any breach by Foundation of the non-compete provisions of the APA as set forth on **Exhibit E** but only to the extent that such provisions are applicable to the Foundation as of the Separation Date as set forth in Section 1(b)(iii) above, and (c) all operations, actions and omissions of Foundation following the Separation Date. CHG will indemnify Foundation's Indemnified Parties from and against any and all Damages that any of the Foundation's Indemnified Parties incur as a result of (x) any breach or non-fulfillment of any covenants or other agreements made by CHG in this Agreement, (y) any payments or obligations due HCA under the APA other than Foundation's indemnity for its violations of the non-compete provisions of the APA, if applicable, as set forth in this Section 3(b) and 1(b)(iii) above, and (z) all operations, actions and omissions of CHG following the Separation Date.

4. Transition and Other Agreements.

(1) Transition Services Agreement with HCA. Foundation will be able to continue its current use of the space, equipment and other items and services as set forth in the Transition Services Agreement between CHG and HCA (the applicable provision of which is attached as **Exhibit F**) for up to 90 days from the date of the sale to HCA on April 1, 2003. Foundation will reimburse CHG for any amount CHG pays HCA on behalf of Foundation pursuant to the attached agreement. Foundation agrees to continue to seek alternative space and services promptly so that it will be ready to vacate within the 90-day period.

(1)

(2) Foundation Employees

(1) Termination of Employment with CHG and Participation in CHG Benefit Plans. Certain employees on the CHG and Hospital payrolls spent the majority of their time providing services to the Foundation ("Foundation employees"). Foundation employees' employment with CHG or its subsidiaries terminated on the closing of the sale to HCA. From and after such date, Foundation employees shall cease to participate in the welfare benefit plans (excluding those employees who are entitled to participate by way of COBRA continuation) or retirement benefit plans or any other benefits of CHG and will instead participate in such welfare, retirement and other benefit plans as HCA shall establish for its employees.

(2) Severance. If HCA terminates employment of any Foundation employee after the closing of the sale to HCA, the Foundation employee will not be eligible for any severance under any CHG policy but will be eligible for any severance HCA elects to provide to such employee. Under no circumstance will CHG be obligated to pay severance to any Foundation

employee regardless of when such termination occurs, except for the payment referred to in this subsection which is to be reimbursed by the Foundation.

(3) COBRA. Foundation employees shall be eligible for COBRA coverage from HCA if they do not accept HCA's offer of employment, or upon any subsequent termination of their employment with HCA.

(4) Retirement Reserve Plan. CHG is amending the CHG Retirement Reserve Plan ("Plan") so that the benefits of all CHG system employees (including Foundation employees) who do not continue working for CHG (or any of its affiliates) after the closing will fully vest upon the closing of the sale of CHG assets to HCA. Foundation employees shall become fully vested in this manner. Benefits under the plan will be paid to such Foundation employees at the dates and amounts specified in the Plan as amended.

(5) Retirement Savings Plan. If any Foundation employee has an account in the Retirement Savings Plan, such employee may elect to take a distribution of that account as soon as reasonably practicable after the closing of the sale to HCA.

(6) PTO and Extended Vacation. If any Foundation employee has accrued PTO or extended vacation benefits, or both, such benefits will be provided by HCA.

(7) ExecuFlex Benefits. If any Foundation employee participates in the CHG ExecuFlex plan, any benefits will fully vest upon the closing of the sale to HCA and will be paid to the Foundation Employee by CHG as soon as reasonably practicable after the closing date.

(8) Payroll Accounting and Benefits Prior to the Separation Date. Until the closing of the sale to HCA, CHG continued to provide payroll accounting services for Foundation employees then on the payroll of CHG or Hospital and allow such employees to continue participation in CHG benefit plans. However, in keeping with historical practice, all costs associated with the Foundation employees (including, without limitation, salary and benefits costs) will be reimbursed by the Foundation.

(1)

(3) Access to Records. Each party acknowledges that subsequent to the Separation Date, the other party may need access to information, documents or computer data in the control or possession of the other for purposes of concluding the transactions contemplated herein and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of third party claims. Accordingly, each party agrees that, at the sole cost and expense of the other, it will make available to the other and its agents, independent auditors and/or any governmental entity such documents and information as may be available in respect of periods prior to the Separation Date and will permit the other to make copies at its expense of such documents and information.

(4) Operations in General. From and after the Separation Date, Foundation will be responsible for all its operations and expenses including, without limitation, insurance, investment management and advice, compensation and benefits of its employees, legal and accounting and all other expenses of operation.

5. Confidentiality. CHG and Foundation, on behalf of themselves and their members, directors, officers, employees, agents, and affiliate and related entities, mutually agree that any confidential or proprietary matters (except publicly available or freely usable material as otherwise obtained from another source who was rightfully in possession of and entitled to disseminate such material) respecting any party or their respective affiliates and related entities will be kept in strict confidence by the other parties to this Agreement and their members, directors, officers, employees,

agents, and affiliate and related entities, and shall not be used or disclosed by the other parties or their members, directors, officers, employees, agents and affiliate and related entities whether or not the transactions contemplated by this Agreement are consummated. The provisions of this Section 5 shall survive termination of this Agreement. In the event of termination of this Agreement, each party shall use all reasonable efforts to return, upon request, to the other party, all documents (including reproductions thereof) received from or, at the direction of other parties (and, as to reproductions, all reproductions made by or on behalf of the receiving party) that include any information not within the exceptions contained in the first sentence of this Section 5.

6. Miscellaneous.

(1) Additional Documentation. Each party hereto shall execute such further instruments and documents as counsel for the other party may reasonably require to carry out effectively the transactions contemplated hereby and to evidence the fulfillment of the agreements contained herein and the performance of all conditions to the consummation of such transactions.

(2) Entire Agreement, Amendment. This Agreement including the Exhibits attached hereto constitutes the entire agreement of the parties and may not be changed, terminated or discharged except in a writing signed by both parties.

(3) Governing Law. This Agreement shall be construed under the laws of the State of Missouri.

(4) Multiple Counterparts. This Agreement may be executed in several counterparts, and each executed counterpart shall be considered an original of this Agreement.

(5) Assignment. CHG may assign this Agreement without the Foundation's consent to either or both of the Metropolitan Foundations or upon dissolution of CHG to the organizations then named in its articles of incorporation as parties entitled to CHG's assets upon dissolution. Except for the assignments permitted by the prior sentence, no party to this Agreement may assign its rights or delegate its duties to any other person or entity without the prior written consent of the other party hereto.

(6) Notices. Notices hereunder shall be effective if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, and addressed, as follows:

Foundation: _____

Copy to: _____

CHG: Community Health Group
2304 East Meyer Boulevard
Kansas City MO 64132
Attention: Thomas J. Langenberg

Copy to: Larry J. Bingham, Esq.
Seigfreid, Bingham, Levy, Selzer & Gee, P.C.
2800 Commerce Tower
911 Main Street
Kansas City, MO 64105

Either party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

(7) No Liability for Officers, Directors, Employees and Agents. No officer, director, employee, volunteer or agent of Foundation or CHG shall have any liability in respect of this Agreement or any transaction, representation, warranty, covenant or other matter contemplated hereby regardless of the nature of the claim, when the claim is made or how resolved, and the parties specifically waive any right to proceed against any such individual in connection therewith.

(8) Headings. The section and other headings contained in this Agreement are for reference purposes only; and shall not in any way affect the meaning or interpretation, of this Agreement.

(9) Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of each state and jurisdiction in which such enforcement is sought, and that the unenforceability, (or the modification to conform with such laws or public policies) of any, provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

(10) Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

(11) Termination. This Agreement may be terminated on or before the Separation Date without liability on the part of any party by the mutual written consent of Foundation and CHG.

(12) Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the parties, their successors and their permitted assigns.

(13) Arbitration. Any dispute regarding the terms hereof shall be resolved by binding arbitration before a single arbitrator and otherwise in accordance with the rules then pertaining of the American Arbitration Association. The arbitration proceeding shall be conducted in Kansas City, Missouri.

(14) Best Efforts. Each of CHG and Foundation shall use their best efforts to take all actions and execute all documents as may be necessary and appropriate to cause the transactions contemplated hereby to occur.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused their corporation names to be hereunto subscribed by their duly authorized officers.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

"CHG"@
COMMUNITY HEALTH GROUP

"AFUNDATION"@

By:_____

By:_____

Exhibit A

Resignation of Community Health Group as Sole Member

Pursuant to Section 355.206, R.S.Mo., and Section 1(a)(i) of the Reorganization Agreement between Community Health Group and Foundation (“Agreement”), Community Health Group hereby resigns as the sole member of Foundation effective as of the Separation Date set forth in the Agreement.

Community Health Group

By:_____

Title:_____

Date:_____

Exhibit B
Amended Articles of Incorporation for Foundation
(Attached)

Exhibit C
Amended Bylaws for Foundation
(Attached)

Exhibit D
Foundation Balance Sheet
(Attached)

Exhibit E

Non-Competition Provisions of APA

(Section 12.6 and Schedule 12.6(c) Attached)

12.6 Non-Competition.

(1) Except as permitted in this **Section 12.6**, during the period commencing on the Closing Date and ending on the tenth anniversary of the Closing Date, Seller agrees that it shall not and shall cause each of its Affiliates and successors not to, directly or indirectly (including by making a donation or providing other financing), (i) engage in the construction or operation of any Competing Business within the Kansas City metropolitan statistical area or a radius of 10 miles of any Facility or (ii) acquire, lease, own or be a shareholder, partner, member or equity holder of, exercise management control over, provide consulting services for, or acquire or maintain any interest in, any Competing Business that is operated or conducted within the Kansas City metropolitan statistical area or a radius of 10 miles of any Facility.

(2) Seller recognizes that the covenants in this **Section 12.6**, and the territorial, time and other limitations with respect thereto, are reasonable and properly required for the adequate protection of the acquisition of the Purchased Assets by Buyer, and agrees that such limitations are reasonable with respect to its activities, business and public purpose. Seller agrees and acknowledges that the violation of the covenants or agreements in this **Section 12.6** would cause irreparable injury to Buyer and that the remedy at law for any violation or threatened violation thereof would be inadequate and that, in addition to whatever other remedies may be available at law or in equity, Buyer shall be entitled to temporary and permanent injunctive or other equitable relief without the necessity of proving actual damages or posting bond. The parties hereto also waive any requirement of proving actual damages in connection with the obtaining of any such injunctive or other equitable relief.

(1)

(3) Nothing herein contained shall be deemed to prevent or limit the right of Seller (i) to continue the operation of any Facility which is not sold to Buyer in the event that Buyer Closes on less than all the Facilities and Purchased Assets under circumstances described in **Section 9.8**, provided that Seller may not use the name **Community Health Group** or any derivation thereof in connection therewith, (ii) to purchase, acquire, merge or consolidate with, by any means whatsoever, any Person (or the assets of any Person) that may have a Competing Business that violates the provisions of **Section 12.6(a)** so long as (x) such Competing Business constitutes less than 10% of such Person's operations, (y) the principal purpose of such purchase or acquisition was not to permit Seller to operate a Competing Business in the restricted areas and (z) Seller offers Buyer the opportunity to purchase the assets that constitute the Competing Business on substantially the same economic terms as Seller acquires such assets, (iii) to invest in the capital stock or other securities of any corporation or other entity whose stock or securities are publicly owned or are regularly traded on any national securities exchange; provided, however, that Seller shall not own more than three percent (3%) of the equity interests of any corporation or other entity engaged in the activities described at **Section 12.6(a)**; (iv) to make donations or contributions either (x) for purposes and/or activities mutually agreed by Seller and Buyer and set forth on a

Schedule 12.6(c); provided that, to the extent such purposes or activities may be used to favor or provide an advantage to the Competing Business of a third party as compared to Buyer, the operations of Buyer are not discriminated against or placed at a competitive disadvantage in connection with the activities set forth on **Schedule 12.6(c)**, or (y) in an amount not to exceed \$250,000 per organization (and its affiliates) per year, to any organization which is exempt from federal income tax under Section 501(c)(3) of the Code, even if such organization operates a Competing Business within the restricted area; (v) to make payments for or directly conduct or use health care programs, products, services, or property used in providing the same pursuant to exercise by Seller of the mutually agreed purposes set forth on **Schedule 12.6(c)**; provided that, to the extent such activities may be used to favor or provide an advantage to the Competing Business of a third party as compared to Buyer, the operations of Buyer are not discriminated against or placed at a competitive disadvantage in connection with the activities set forth on **Schedule 12.6(c)**, or (vi) continue to hold a passive equity or passive membership interest in any Joint Venture Entity if Seller is precluded by the terms of the applicable joint venture agreements and action of the other parties to the joint venture arrangement from transferring to Buyer Seller's or the applicable System Entity's interest in any such Joint Venture Entity. For purposes of **subsection (vi)**, a passive equity or membership interest shall mean that Seller is permitted only to receive distributions from the applicable Joint Venture Entity and is not permitted to participate in financing, further investment in, operations, management or governance of the Joint Venture Entity.

(1) It is the intention of each party hereto that the provisions of this **Section 12.6** shall be enforced to the fullest extent permissible under the laws and the public policies of the States of Missouri and Kansas and of any other jurisdiction in which enforcement may be sought, but that the unenforceability (or the modification to conform with such laws or public policies) of any provisions hereof shall not render unenforceable or impair the remainder of this Agreement. Accordingly, if any term or provision of this **Section 12.6** shall be determined to be illegal, invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify, as necessary, the offending provisions and to alter the balance of this Agreement in order to render the same valid and enforceable to the fullest extent permissible as aforesaid.

(2) For purposes of this **Section 12.6**, the term "Competing Business" means the business of owning, operating, managing or otherwise providing services through general acute care hospitals, psychiatric hospitals, specialty hospitals, specialty outpatient facilities, surgery centers, urgent care centers, imaging centers, physician practices, rehabilitation facilities, skilled nursing practices, home health operations and other businesses that provide health care of a kind now provided by Seller and/or its Affiliates.

(f) The provisions of this Section 12.6 shall not apply to the Foundations listed on **Schedule 2.2(iii)** of the Agreement (the "Independent Foundations"); provided that:

(i) that (x) no more than 33% of the members of the board or other governing body of the Independent Foundation, on the one hand, or any foundation or other entity (including Seller) that receives, directly or indirectly, any proceeds of the sale contemplated by the APA (any such foundation or other entity, a "Recipient of Funds"), on the other hand, are members of the board or other governing body of the Independent Foundation, Seller or a Recipient of Funds and (y) there are no contractual or other arrangements between the Independent Foundation, on the one hand, and any such Recipient of Funds, on the other hand, which confer control over policy and operations (including without limitation decisions relating to distribution of funds) of either the Independent Foundation or any such Recipient of Funds; and

(ii) that the Independent Foundations are not now receiving and will not in the future receive, directly or indirectly, any portion of the proceeds of the APA. If any Independent Foundation receives such proceeds, it would be deemed to be bound by Section 12.6 of the APA as if it were a party to the APA.

If the conditions set forth in paragraphs (i) and (ii) above are not satisfied at any time with respect to any Independent Foundation, Buyer may fully enforce its rights under Section 12.6 of the APA against such Independent Foundation.

This **Section 12.6** shall continue to apply to Seller and its successors and assigns, including if Seller is acquired by or merged with or into, or assigns any of its rights or obligations to, any other Person that owns or operates a Competing Business.

SCHEDULE 12.6(c)
FOUNDATION POST-CLOSING ACTIVITIES

The activities identified below are qualified by the text set forth in **Section 12.6(c)** of the Asset Purchase Agreement to which this Schedule is attached.

- 1) Ownership, operation or funding of programs for the provision of charity care to the underserved (i.e., the poor, indigent and uninsured residents of CHG's region). This may include the employment of physicians and operation of indigent care clinics (modeled on e.g., K.C. Free Health Clinic, Sam Rogers, Swope Parkway) for the provision of such care.
- 2) Provision of services and programs related to pastoral counseling, pastoral services, and pastoral training and education programs.
- 3) Community outreach services that meet health care needs of the Kansas City, Missouri region (e.g., support for community health screenings; community health education programs, publications; support for vaccination and other disease prevention programs; funding provision of specialty care services to underserved communities such as rural areas or inner city poor areas).
- 4) Support of postgraduate medical education and research.
- 5) Conduct of continuing medical education seminars.
- 6) Support of medical and clinical research programs seeking to develop prevention and/or treatment products and/or services for diseases and conditions (e.g., cancer, various genetic conditions, AIDS/HIV).
- 7) Conduct of or support for transportation services and other programs which assist those needing transportation or to overcome other barriers in order to access health care services.
- 8) Support for complementary medicine programs, services and activities (such as massage therapy, holistic healing, etc.).
- 9) Conduct of and/or support for wellness, nutrition, health management and environmental health programs and services.
- 10) Support of education and training programs for physicians, nurses and medical technical professionals.
- 11) Support for emergency medical response and ambulance services.
- 12) Support for home companion/housekeeper and other social welfare programs for elderly, disabled, mentally challenged.
- 13) Support for and conduct of regional community health policy, planning and strategic direction, including bringing together of diverse community elements (government, health care providers, health plans, consumer groups) to identify issues/problems, develop strategies/solutions and implement strategies/solutions.
- 14) Support for programs to address family violence and other similar situations leading to injury, death and mental illness.
- 15) Support for programs and services addressing oral health care needs of the community.

Exhibit F

Transition Services Agreement with HCA

Section 2(b): Foundations. For a period of up to ninety (90) days beginning on the date first set forth above, each Foundation identified on **Schedule 2.2(iii)** of the APA may continue to use, at a cost of \$1.67 per square foot per month, the administrative office space, furniture, furnishings and equipment that each such Foundation now uses in the Facilities transferred by Seller to Buyer pursuant to the APA. Further, Buyer will provide to each such Foundation, at Buyer's cost, office space and janitorial / waste removal services needed by such Foundation during this period of temporary use of office space. Each such Foundation will also be entitled to continue to use parking space available in the parking lots adjacent to the Facility in which such Foundation is located. If a Foundation intends to discontinue its use of the office space and related property and services prior to the end of the 90 B day period, it will provide to Buyer at least ten (10) days' prior written notice of the Foundation's last date of intended use. Upon completion of the ninety-day period (or such earlier time that the applicable Foundation discontinues use of the offices applicable to it), such Foundation will remove its property therefrom and turn over to Buyer any keys which provide access to such offices. No Foundation will remove any property of Buyer from the Facility in which such Foundation used office space and related property and services. Buyer shall be entitled to have present personnel of Buyer during the packing and removal of each Foundation's property from the applicable Facility.